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**PART 1**  
**INTRODUCTION**  
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The State of Arizona (State) acting by and through Arizona State Library, Archives and Public Records (ASLAPR) is issuing this Request for Proposal (RFP) to acquire and implement a records center software system for the Records Management Division (RMD). The requirements and specifications for the system have been identified and are incorporated in this RFP.

**1.1 SOLE POINT OF CONTACT** All questions about the technical or contractual requirements or about the procurement process must be directed to the person listed below:

Laurie Sletten, CRM, CA  
 Arizona State Library, Archives and Public Records  
 Records Management Division  
 1919 W. Jefferson  
 Phoenix, AZ 85009  
 Telephone: 602-542-3741  
 FAX: 602-542-3890  
 e-mail: lsletten@lib.az.us

Any change or modification to the specifications or the procurement process will be made in the form of an addendum to the RFP.

**1.2 ADDENDA** If any part of the RFP is amended, an addendum will be issued.

**1.3 SCHEDULE OF EVENTS**

RFP Issue/Release Date	March 1, 2005
Deadline for Protest of Requirements or Contractual Language	March 21, 2005, 5:00 pm MST
Pre-Proposal Conference at Records Management Center (Optional)	March 18, 2005, 1-3 pm MST
Closing Date	April 1, 2005, 5:00 pm MST

These individual dates are only estimates of the time line and are subject to change.

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## **PART 2 DEFINITIONS**

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In addition to any terms that may be defined elsewhere in this RFP, the following terms as defined below shall apply:

"Agency" means the Arizona State Library, Archives and Public Records (also referred to as Arizona State Library or ASLAPR) which is the agency of the State of Arizona procuring the system and related services under the solicitation document.

"ASLAPR" means Arizona State Library, Archives and Public Records.

"Competitive Range" means the number of Proposers who have attained a minimum number of points required for continued evaluation in the RFP evaluation process.

"Contract" means the entire agreement between the parties, including the Uniform Terms and Conditions, the Special Terms and Conditions and other provisions of the Solicitation Document, the Mandatory Requirements, Statement of Work and the Proposal.

"Contractor" means a person or organization that is the successful Proposer in connection with this Request for Proposal with whom the State of Arizona has contracted to deliver and implement the System.

"Developments" means every invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor (either alone or with others) pursuant to the Contract. Notwithstanding anything in the immediately preceding sentence to the contrary, Developments shall not include any proprietary software or other property of Contractor or any Third Party Software.

"Hardware" means any and all computer hardware and equipment and associated documentation that is part of the System that Contractor will deliver under the Contract.

"Offer" means a competitive offer, binding on the Offeror and submitted in response to a Request for Proposal.

"Offeror" means a vendor who responds to a Solicitation.

"Proposal" means a competitive offer, binding on the Proposer and submitted in response to a Request for Proposal.

"Proposer" means an entity that submits a proposal in connection with a Request for Proposal.

"Responsible Proposer" means an entity that has submitted a Proposal that meets the standards set forth.

"Responsive Proposal" means a Proposal that substantially complies with applicable solicitation procedures and requirements and the RFP.

“RMD” means Records Management Division of ASLAPR.

"Software" means the records center management software that is the primary computer application of the System and associated documentation being licensed or developed or delivered by Contractor under the Contract.

"Statement of Work" means a schedule of deliverables, a delivery schedule and any other items as agreed by the parties that describe the process, schedule and other specific details of the work that Contractor will complete to deliver and implement the System.

"System" means the composite whole of all components, including the Software and the Hardware, of a new system that Contractor will implement and deliver to Agency under this Contract.

"Third Party Software" means computer software programs owned by third parties and supplied to State by Contractor under appropriate license, including without limitation operating system software installed on Hardware and any computer programs integrated into the Software or System.

"Work" means all work to be performed under this Contract, as more fully described in the Statement of Work.

"Warranty Period" means the period that begins on the date of Final Acceptance and ends one year after the date of Final Acceptance.

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**PART 3**  
**UNIFORM INSTRUCTIONS TO PROPOSERS**  
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### **3.1 DEFINITION OF TERMS**

As used in these Instructions, the terms listed below are defined as follows.

1. "Attachment" means any item the Solicitation requires a Proposer to submit as part of the Offer.
2. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Proposers, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. "Contractor" means any person who has a Contract with the State.
5. "Days" means calendar days unless otherwise specified.
6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
8. "Offer" means bid, proposal or quotation.
9. "Proposal" means bid, offer or quotation.
10. "Proposer" means a vendor who responds to a Solicitation.
11. "Solicitation" means an Invitation for Bid ("IFB"), a Request for Proposal ("RFP"), or a Request for Quotation ("RFQ").
12. "Solicitation Amendment" means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
13. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
14. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.

### **3.2 INQUIRIES**

#### **3.2.1 DUTY TO EXAMINE**

1. **Duty to Examine.** It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Proposer shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
4. **Timeliness.** Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. **No Right to Rely on Verbal Responses.** A Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment.
7. **Pre-Offer Conference.** If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Proposers should raise any questions about the Solicitation or the procurement at that time. A Proposer may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. **Persons With Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### **3.3 OFFER PREPARATION**

1. **Forms: No Facsimile, Telegraphic or Electronic Mail Offers.** An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
2. **Typed or Ink; Corrections.** The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications

shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Proposer's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Proposer clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Proposer's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
  - a. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
  - b. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
5. Subcontracts. Proposer shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. Cost of Offer Preparation. The State will not reimburse any Proposer the cost of responding to a Solicitation.
7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. Provision of Tax Identification Numbers. Proposers are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
10. Employee Identification. Proposer agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the Proposer is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

11. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
12. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Proposer shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Proposer shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
13. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below.
  - a. Special Terms and Conditions
  - b. Uniform Terms and Conditions
  - c. Statement or Scope of Work
  - d. Specifications
  - e. Attachments
  - f. Exhibits
  - g. Special Instructions to Proposers
  - h. Uniform Instructions to Proposers
  - i. Other documents referenced or included in the Solicitation
14. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

### **3.4 SUBMISSION OF OFFER**

1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Proposer and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
2. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

3. **Public Record.** All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If a Proposer believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
4. **Non-collusion, Employment, and Services.** By signing the Offer and Acceptance Form or other official contract form, the Proposer certifies that:
  - a. The Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
  - b. The Proposer does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

### **3.5 EVALUATION**

1. **Unit Price Prevails.** In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. **Prompt Payment Discount.** Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
3. **Late Offers.** An Offer submitted after the exact Offer due date and time shall be rejected.
4. **Disqualification.** A Proposer (including each of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
5. **Offer Acceptance Period.** A Proposer submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Proposer shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
6. **Waiver and Rejection Rights.** Notwithstanding any other provision of the Solicitation, the State reserves the right to:
  - a. Waive any minor informality;
  - b. Reject any and all Offers or portions thereof; or
  - c. Cancel the Solicitation.

### **3.6 AWARD**

1. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Proposer is not in the State's best interest, "all or none" Offers shall be rejected.
2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Proposer to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

### **3.7 PROTESTS**

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

1. The name, address and telephone number of the protester
2. The signature of the protester or its representative
3. Identification of the purchasing agency and the Solicitation or Contract number
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents
5. The form of relief requested

### **3.8 COMMENTS WELCOME**

The State Procurement Office periodically reviews the Uniform Instructions to Proposers and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

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**PART 4**  
**UNIFORM TERMS AND CONDITIONS**  
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Uniform Terms and Conditions for this RFP are incorporated by reference to the Uniform Terms and Conditions established by the State of Arizona Department of Administration's Enterprise Procurement Services. It is the Proposer's responsibility to use the latest version of the Uniform Terms and Conditions when responding to this RFP.

Enterprise Procurement Services Division  
Enterprise Procurement Services  
100 North 15<sup>th</sup> Avenue  
1<sup>st</sup> Floor, Suite 104  
Phoenix, AZ 85007

Phone: 602-542-5511  
Fax: 602-542-5508  
Website: <http://www.azspo.az.gov/>

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**PART 5**  
**SPECIAL TERMS AND CONDITIONS**

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## **5.1 GRANT OF LICENSE FOR SOFTWARE**

Contractor hereby grants to State a perpetual, irrevocable, non-exclusive, non-transferable, royalty-free license to use the Software. The Software license fee shall be a one-time payment by State, and will not be subject to price increase or renewal charges for the entire period the State has use rights to the Software. State may use the Software for its own business purposes and operations.

State shall have the right to make archival copies of the Software provided that all copies bear Contractor's copyright and all other proprietary notices. State shall have the right to make archival copies of the Software for use at their disaster recovery site provided that all copies bear Contractor's copyright and all other proprietary notices. If Contractor will, in the performance of the Work, modify the Software for use as an integral component of the System or a different system to be designed and installed for Agency, Contractor hereby grants to State an irrevocable, non-exclusive, non-transferable, royalty-free license to (1) use the Software for as long as State uses the System, as determined solely by State, and (2) create, use, modify and improve any and all Derivative Work based on the Software or other proprietary Contractor materials used in connection with this Contract.

## **5.2 CONTRACTOR'S PERFORMANCE WARRANTIES**

### **5.2.1 SYSTEM WARRANTIES**

Unless otherwise stated, all components of the System, including all Hardware and Software, shall be free and clear of any liens or encumbrances and shall be new (and, if applicable, the current model and version) and shall carry full manufacturer/publisher warranties. Contractor warrants that all components of the System, including all Hardware and Software delivered to State to be free from defects in labor, material and manufacture and to be in compliance with the specifications set out in this Contract. Contractor shall furnish with the Proposal the details of both Contractor's, manufacturer's, and publisher warranties on materials and workmanship.

During the Warranty Period, Contractor will, at no charge to Agency, (1) furnish such materials and services as shall be necessary to correct any defects in the System including all Hardware and Software and maintain the System including all Hardware and Software in good working order in accordance with the warranties herein and (2) provide State with appropriate documentation, training and on-site installation support.

### **5.2.2 SOFTWARE WARRANTIES**

In addition to Contractor's warranty provision for the Software above, which shall apply to the extent not inconsistent with the terms hereof, Contractor additionally warrants that:

1. Contractor has the right to license the Software described in this Contract, free from any adverse claims asserted by third parties.
2. The Work and services rendered by Contractor under this Contract will be performed in a professional manner and in accordance with industry standards.
3. The Software licensed hereunder shall conform to Contractor's published documentation.

4. The Software licensed hereunder shall conform to the technical specifications and functional requirements set forth in this RFP and this Contract.
5. The Software licensed hereunder shall be suitable for the operating environment in which it is installed, shall not adversely affect the functions or operations of any other equipment, hardware or software known to Contractor to interface with the System, and shall conform to the technical specifications and functional requirements set forth in the RFP and this Contract.

Contractor hereby assigns to State, and State shall have the benefits of, any and all manufacturers' or suppliers' warranties, representations, indemnities and service agreements for the System to the extent assignable by Contractor, and to the extent such warranties, representations, indemnities and service agreements are not assignable by Contractor, Contractor agrees that State may assert or enforce in its own name or in the name of Contractor any right Contractor may have to enforce such warranties, representations, indemnities and service agreements.

During the Warranty Period, Contractor will, at no charge to Agency, (1) furnish such materials and services as shall be necessary to correct any defects in the System and maintain the System in good working order in accordance with the warranties herein and (2) provide State with any enhancements, updates, replacements, revisions, additions or conversions to the Software, including appropriate documentation, training and on-site installation support. During the Warranty Period the fees and expenses for such materials, revision, additions or conversions shall be included in the license fee for the Software.

The use of the Software and System will be under State's Exclusive management and control. State agrees that Contractor will not be liable for any damages to State solely caused by State's failure to fulfill State's responsibilities or by State's negligence.

### **5.3 DELIVERY, INSTALLATION, AND ACCEPTANCE TESTING OF SYSTEM**

#### **5.3.1 DELIVERY AND INSTALLATION**

Proposer shall include a delivery and installation schedule as part of the Proposal. Delivery and installation shall be at a location designated by RMD. ASLAPR reserves the right to reject any Proposal in which the specified delivery date exceeds 40 calendar days after Notice of Award.

#### **5.3.2 ACCEPTANCE TESTING OF SYSTEM**

Beginning on the first day following notification by Agency to Contractor that the System has been received and is installed, or in the case of Contractor installed Software or Hardware, after notification by Contractor to Agency that the complete System has been installed, Agency shall commence testing of the System ("Acceptance Test").

The Acceptance Test shall be for a ninety (90) calendar day period during which time the Agency will test the operations and functionality of the System and determine whether it performs in accordance with the performance warranties, specifications, and requirements of this Contract, including published documentation, to Agency's sole satisfaction. State may, at its sole discretion, determine that the System has met the Acceptance Test prior to completion of the 90-calendar day period and proceed with notification to Contractor that the Acceptance Test is completed and the System is accepted.

Upon completion of this Acceptance Test period, Agency shall promptly notify Contractor in writing regarding whether the Hardware, Software or other component of the System passes or fails the

Acceptance Test. If the Hardware, Software or other component of the System fails the Acceptance Test, the written notice shall include known reasons for the failure.

In the event the System fails the Acceptance Test, Agency, subject to its right to terminate, shall allow Contractor ten (10) calendar days in which to repair the System, and/or modify the Hardware and Software, at no additional cost to Agency, so as to make the System conform to the performance warranties, specifications, and requirements of this Contract ("Modified to Conform"). If the System is Modified to Conform, upon completion of such modification, Agency shall recommence acceptance testing pursuant to the terms of this provision. If the System fails this subsequent Acceptance Test, Agency, at its sole option, may return the System, including all Hardware, Software or other components to Contractor (at no additional cost to State); or Agency may allow Contractor to make one or more additional attempts to repair or modify the System before deciding that the System cannot be Modified to Conform by Contractor: State can then exercise its right to return the System, including all Hardware, Software and components to Contractor for a full refund of any monies paid to Contractor under this Contract, including any shipping and handling charges for delivery or return.

#### **5.4 PAYMENT**

Upon successful completion of the Acceptance Test, Agency shall authorize payment of the System purchase price to be paid to Contractor. If the Hardware, Software or System fails the Acceptance Test and State decides not to extend the Acceptance Test Period, State shall notify Contractor of its decision. Contractor shall arrange for and perform de-installation and pick-up of the System and Contractor shall immediately provide State with a full refund of any and all costs, fees or charges paid by State to Contractor under this Contract.

#### **5.5 POST-WARRANTY SUPPORT AND MAINTENANCE**

Contractor agrees to make available maintenance and support for the System, including all Hardware and Software for a period of five (5) years (including warranty period) in accordance with the specifications set forth in this RFP. The cost of this post-warranty support and maintenance will be used in the cost evaluation in this RFP but is not a guarantee to purchase maintenance and/or support for five years. If State does continue post-warranty maintenance and support, the price proposed by Proposer shall remain firm, except as explained in Section 5.10 of this RFP. Post-warranty maintenance and support for the System shall be equal to the services, including response times, as available during the System warranty period.

#### **5.6 SOURCE CODE PROTECTION**

Contractor shall deliver or cause to be delivered a true and correct copy of the most recent version of the source code for the Software, an executable machine readable version of the Software and Developments, and program documentation sufficient to allow a competent programmer to use and maintain the source code programs. This information will be placed in escrow. Upon the occurrence of any of the following ASLAPR would receive the information placed in escrow.

1. The Software's licensor's cessation, for any reason, to do business
2. If the Software's licensor discontinues maintenance of the Software
3. If Software's licensor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, or makes an assignment for the benefit of creditors, and same has not been discharged or terminated without any prejudice to State's rights or interests under this Contract within thirty (30) days

4. If any other event or circumstance occurs which demonstrates with reasonable certainty the inability or unwillingness of the Software's licensor to fulfill its obligations under any Contract such that the Contractor can no longer fulfill its obligations to State under this Contract or any software maintenance and support agreement between any of the parties.

## **5.7 LIMITATION OF ACTIONS**

No action, regardless of form, arising out of this Contract may be brought by either party more than two years after the cause of action has arisen or, in the case of action for non-payment, more than two years from the date the last payment was due. For purposes of this section, a cause of action shall be regarded as having arisen when the breach or injury is discovered, or in the exercise of reasonable diligence would have been discovered, by the injured party.

## **5.8 TIME IS OF THE ESSENCE**

Contractor agrees that time is of the essence under this Contract.

## **5.9 "OWN USE" STATEMENT**

Except as provided in the RFP, the State certifies that it is purchasing the System for its own use and not for remarketing, and that it will not assign the System to any party other than State or a State affiliate without written consent of the Contractor which consent shall not be unreasonably withheld. ASLAPR reserves the right to sign any agreement that it deems to be beneficial to State.

## **5.10 PRICE ADJUSTMENTS**

All prices identified in Part 9, Pricing Proposal, shall be firm throughout the term of this Contract, including extensions, with the following exceptions:

The State will consider a price increase for Hardware maintenance, Software License, or Software support if Contractor can substantiate and document the need for price increase. The price increase is limited to unforeseen and unanticipated actual cost increases incurred by Contractor. These cost increases must be substantiated by documentation submitted to ASLAPR. Examples of unforeseen and unanticipated cost increases include, but are not limited to (1) special price increases from the Hardware manufacturer or Software publisher for maintenance, licensing fees, and Software support services; and (2) extreme changes in the marketplace. Employee expenses will not be considered as an acceptable reason for price increase. The State, at its sole discretion, will determine if Contractor has provided adequate evidence of the need for price increase and if the price increase is allowed. Therefore, ASLAPR reserves the right to deny the request for price increase and require the Contractor to continue Hardware maintenance, Software Licensing, and Software support under the terms, condition, and pricing of the original Contract, or cancel the Contract. Requests for price increase shall be submitted to ASLAPR no later than 45 days prior to effective date. The price increase will not take effect until ASLAPR has approved the price increase in writing.

Throughout the term of this contract, the State shall be given the immediate benefit of any price decreases for Hardware maintenance, Software License, and Software support services. Contractor shall promptly notify ASLAPR of the amount and effective date of each decrease. The effective date shall be the date the decrease is announced by the Hardware manufacturer or Software publisher.

## **5.11 CONTRACT EXTENSIONS**

At the option of ASLAPR, the Contract for Hardware maintenance and Software license and support may be extended for additional periods upon thirty (30) days' written notice to Contractor. The total term of the Contract, including extensions, may not exceed five (5) years, or as allowed by Arizona law.

#### **5.12 RECYCLABLE PRODUCTS**

Contractor shall use recycled and recyclable products to the maximum extent economically feasible in the performance of the Contract work set forth in this document. Contractor shall specify the minimum percentage of recycled product in the goods provided under this Contract.

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## **PART 6 PROPOSAL FORMAT AND CONTENTS**

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### **6.1 GENERAL**

Proposals must provide a concise description of the Proposer's ability to satisfy the requirements of the RFP with emphasis on completeness and clarity of the content. Proposers shall submit one (1) original and two (2) copies of their Proposal.

Pages should be numbered consecutively and a set of tabs inserted to identify the following sections of the Proposal:

1. Cover Letter
2. Statement
3. Contractual Acceptance
4. Response to Mandatory Requirements
5. Additional Information
6. Signature pages
7. Pricing

All binders and any required information such as reference materials, manuals and other documents should be clearly labeled or otherwise identified and referenced in a clear and consistent manner throughout the Proposal.

### **6.2 EXPLANATION OF SECTIONS**

#### **6.2.1 COVER LETTER**

Cover letter should contain a brief statement of the salient features of the Proposal, including conclusions and recommendations.

#### **6.2.2 STATEMENT**

A brief statement indicating the Proposer's capabilities and experience with the requirements contained in the solicitation.

#### **6.2.3 CONTRACTUAL ACCEPTANCE**

Statement accepting ALL terms and conditions contained in Part 1 through Part 11 of this solicitation, include all amendments.

#### **6.2.4 RESPONSE TO MANDATORIES**

Describe how your Proposal complies with each mandatory requirement in Part 8 of this RFP. This may be in narrative form or by reference to other documentation or a combination of the two. It is preferable to retype the requirement from the RFP and respond directly below. System components can be listed as part of the Proposer's response to the mandatory requirements.

#### **6.2.5 DESCRIPTIVE LITERATURE**

Proposers shall submit with their Proposals, two (2) sets of technical literature that supports the Proposal in sufficient detail to determine whether it meets the mandatory requirements of this RFP. It is the Proposer's responsibility to ensure that the proper technical material has been submitted. Failure to submit this technical literature may result in Proposal rejection.

#### **6.2.6 ADDITIONAL INFORMATION**

Additional information which will aid in the evaluation of the Proposal.

#### **6.2.7 SOFTWARE LICENSE, MAINTENANCE AGREEMENTS, ETC.**

Supplemental terms and conditions contained in the Proposer's software licensing agreements, maintenance contracts, technical support agreements or any other forms or contracts that do not conflict with this RFP, including the Standard or Special Terms and Conditions, may be submitted with your Proposal for possible inclusion in the final terms and conditions of the Contract. State will not consider any supplemental terms and conditions that have not been submitted with your Proposal.

#### **6.2.8 PRICE PROPOSAL**

Proposer shall provide an itemized listing of all System Components in their Pricing Proposal with the pricing associated with each component.

#### **6.3 SIGNATURE**

At least one copy of the technical Proposal submitted by Proposers must bear an original signature. Failure to submit a Proposal bearing an original signature will result in rejection of the Proposal.

#### **6.4 COMPLETE PROPOSALS**

Proposals must be complete. Incomplete Proposals will not be considered and cannot be supplemented by submissions delivered after the closing time and date of the RFP.

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## **Part 7**

### **BACKGROUND INFORMATION AND PROJECT OVERVIEW**

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#### **7.1 PROJECT GOALS AND BACKGROUND**

The Arizona State Library, Archives and Public Records (ASLAPR) wishes to purchase the Software necessary to improve the workflow of the management of records in its custody and to replace the Resomax “aRdocs” system currently in use with its Records Management Division (RMD), as well as other Records Management Division operations. ASLAPR places a high value on proven products.

To minimize the complexity, risk of upgrading, and the cost of additional interfaces, ASLAPR wants to purchase a software package that is functionally and technically compatible with its existing hardware and software systems. Therefore, strong preference will be given to Proposers that can provide the mandatory functional requirements in a standard version of their product without extensive customization. However, the RFP must be carefully reviewed and the Proposer should not assume that product customization is not necessary.

The new system will allow for the creation and maintenance of a database of records that support records center operations, records management operations, and the input of data through local computers running in a Windows environment, as well as handheld devices. The system will support functions for storage, retention scheduling and disposition, tracking, space management, workflow, and billing.

RMD’s vision for the future includes a records center that is technologically ready to meet current and future records management requirements, including electronic records. RMD envisions a system that provides for significant improvements in accuracy and speed, while handling increases in user requests without sacrificing quality of service.

RMD staff includes a total of 17 full-time equivalents:

- 1 Director
- 4 Records Management Specialists
- 1 Facilities Manager/Administration Assistant
- 1 Information Technology Support Staff
- 1 Secretary
- 1 Preservation Imaging Manager
- 4 Preservation Imaging Technologists
- 4 Warehouse Staff
- Temporary Warehouse Workers (varies with need)

The system will be the basis for improvements to traditional records management processes as well as other technology-driven processes, such as electronic records management and storage. RMD currently monitors storage and use of records using barcode technology and wireless scanners. With the installation of the new system, it is expected that some of the current manual processes such as entry of new requests for records stored in the records center; coordination with retention schedule creation, appraisal and approval; and billing capabilities will be streamlined, enhanced, automated, and available to customers through a web-based interface. In addition, ASLAPR wants to ensure that sufficient technological knowledge is transferred from the Proposer to ASLAPR.

#### **7.2 CURRENT SYSTEM—TECHNICAL DETAILS**

Current system:

- Symbol wireless network with 4 AP2411 Access Points and one AP3021
- 5 PSC Falcon 325 Handheld Data Terminals
- Windows 2000 Server running MSSQL 2000
- Server hardware is a Compaq ProLiant 3000 Server, Dual 550MHz processors, with 512MB of RAM
- Labels are printed on a DataMax I-4208 Printer
- Software is aRdocs from RESOMAX
- aRdocs contains records for approximately 300,000 boxes, 372,000 files, and over 1000 customer accounts

### **7.3 NEW SYSTEM EXPECTATIONS—GENERAL**

The system will be an online, real-time records center system designed to accommodate a database of records for all types of materials (e.g., boxed paper records, paper files, electronic records and files, magnetic and optical media, microfilm, etc.) found in RMD's holdings. The system must be capable in design, architecture, and performance capacity of supporting functions for retention scheduling, creating work orders, tracking items through the records lifecycle, billing regular and other special charges, managing storage space, assigning work orders to specific staff members, creating custom reports, and supporting handheld terminals.

The system must also allow for the creation and maintenance of a database of high-quality records and support input of data through local computers and through the use of handheld devices.

The proposed software must be a complete commercial records center inventory, activity tracking, and invoicing system. The invoicing function must be fully integrated using storage and activity data residing in the system.

The proposed software must have the ability to create and modify retention schedules. The schedules must be able to be printed out in a standard format for signatures.

The proposed software must be able to migrate in and out of existing files from current software. The proposed system must allow existing files to be migrated into and out of the current (aRdocs) system as well as other software programs.

The system proposed must be capable of supporting access of up to 15 simultaneous users and allowing scalability using a browser interface for external clients.

The proposed software should be capable of generating, utilizing, and printing, the current aisle/box location scheme including all existing bar-coded labels (shelf location labels and box labels). Sample labels are available on request.

Client and server software shall be GUI-based and compatible with Microsoft Windows 2000 and XP, and later operating systems. If the client is web-based, please list which browsers are supported, and any browser plug-ins needed.

Apart from regularly scheduled downtimes agreed to in advance by the system manager, the system must be available at all times.

The system must be able to be backed up for disaster recovery and business continuity purposes.

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## PART 8 MANDATORY REQUIREMENTS

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Proposers must respond to all specifications in the System Technical Requirements (8.1) and System Capabilities (8.2) by indicating whether or not their system currently has the functional requirement listed. Proposers shall indicate their system's ability by marking either "Yes" or "No." If a response is affirmative, then the Proposer shall indicate how the system satisfies this requirement. Using an easily identifiable section making use of the associated item and section numbers is permissible.

<b>Yes</b>	Indicates the Proposer's solution offers this feature, function, or service as a standard component, and is fully operational in the version proposed.
<b>No</b>	Indicates the feature, function, or service is not a component of the Proposer's solution.

In Implementation Requirements (8.3), Proposers must thoroughly describe their strategy for implementation and support of the new system. Additionally, Proposers must provide adequate contact information for reference, as delineated under References.

If a feature, function, or service is not available, the Proposer may elect to explain how the specifications might otherwise be met with alternative features, functions, products, or services. Any exception taken to a specification must be stated either immediately following the specification being addressed, or in an easily identifiable section making use of the associated item and section numbers.

Proposers are advised that ASLAPR is interested in receiving proposals from vendors who can offer a product already in use by an installed customer base. Proposals for systems in an Alpha or Beta phase of development will not be considered.

### 8.1 SYSTEM TECHNICAL REQUIREMENTS

#### 8.1.1 SYSTEM ENVIRONMENT

Proposers shall indicate which hardware presently used by RMD can be used with the proposed new system. If the existing hardware is not compatible, then provide a list of recommended hardware specifications.

The server software runs on the following software.

Microsoft SQL Server 2000 or later  
Microsoft Windows 2000 Server or later

Yes ☐ No ☐

The software is ODBC compliant.

Yes ☐ No ☐

#### 8.1.2 GENERAL SYSTEM REQUIREMENTS

1. The server allows for online and batch scheduling and processing capabilities.

Yes ☐ No ☐

2. The relational database language supports SQL queries.

Yes ☐ No ☐

3. The system supports various types of query functions to allow RMD staff and external customers to access information in the system database. Some types of inputs and queries will be restricted to use by different authority levels among RMD staff and external customers. The system allows various methods of querying, including exact phrase and keyword searches, user-defined Boolean combinations, proximity searches, browsing, and truncation.

Yes ☐ No ☐

4. The system accepts the importation of data in a text type format, such as tab-delimited or fixed width delimited text.

Yes ☐ No ☐

5. The system has the capability for output of various selections of machine-readable records and printed products including, but not limited to: lists, labels, and online transfer of records.

Yes ☐ No ☐

6. The system is able to provide real-time or downloadable batch updates through the use of portable data terminals.

Yes ☐ No ☐

7. The system is capable of supporting, but not limited to, the following types of queries, and/or query limiters.

1. Box Search

Yes ☐ No ☐

2. Content Search

Yes ☐ No ☐

3. Record Series Search

Yes ☐ No ☐

4. Destruction Date Search for a specific date or range of dates. (i.e. Which boxes are eligible for destruction 12/31/04? or, Which boxes are eligible for destruction between 12/01/04 and 12/31/04?)

Yes ☐ No ☐

5. Retention Period Search. (i.e. Which boxes are to be held for 20+ years?)

Yes ☐ No ☐

6. Account/Agency Search. (i.e. Give me a list of all boxes for account XXXXX-XXXXX. or, Give me a listing of all boxes for the Attorney General.)

Yes ☐ No ☐

7. Box type/size

Yes ☐ No ☐

8. Locations/Space Available

Yes ☐ No ☐

## 8.2 SYSTEM FUNCTIONAL REQUIREMENTS

### 8.2.1 RETENTION AND DISPOSITION SCHEDULING REQUIREMENTS

1. The system provides for the creation, maintenance and use of multiple distinct retention schedules.

Yes ☐ No ☐

2. The system calculates disposition periods for each records series based on, but not limited to, specific event dates, creation dates, end-dates, state fiscal year, federal fiscal year, calendar year, quarters, months, and days.

Yes ☐ No ☐

3. The retention schedules are integrated with the inventory management system so retention policies can be immediately applied. All sub-records attached to the box (i.e., folder and document records) auto-fill with all data except: contents, dates, and note fields.

Yes ☐ No ☐

4. Whenever retention schedules are updated the system has the ability to globally update and recalculate disposition dates for all affected records, but does not change data for items already destroyed, transferred to Archives, or permanently withdrawn.

Yes ☐ No ☐

5. The system provides the ability to suspend destruction processes in the event of litigation, audit, or other valid reason to place records on "hold." The system documents the reason for the hold, indicates which records are affected, who authorized the hold, how long the hold is for, and when it was or will be released.

Yes ☐ No ☐

6. The system provides for a minimum of five hierarchical levels of an organization.

Yes ☐ No ☐

7. The system provides for separate lifecycle calculations for official records and convenience copies of that same record.

Yes ☐ No ☐

8. The system allows official records and reference/convenience copies to be linked in a relational arrangement (i.e., relational pointers).

Yes ☐ No ☐

9. The system provides comprehensive tools for the management of records retention schedules including changes in pending retention schedules and calculation of disposition dates on all records series and media types.

Yes ☐ No ☐

10. The system allows the administrator to establish disposition rules based on time or a combination of time and event dates and automatically reports when a change in record status should occur.

Yes ☐ No ☐

11. The system contains fields that aid in managing the retention function, including, but not limited to, date schedule approved, records series code, eligibility for destruction, essential (a.k.a. vital) records status, and privacy status indicators.

Yes ☐ No ☐

12. Records are automatically scheduled for destruction and contain all necessary fields to manage the retention function.

Yes ☐ No ☐

13. The system allows for common records management, as well as, user-definable vocabulary, including, but not limited to, in-office, permanent, retention period, etc.

Yes ☐ No ☐

14. The system designates which date field for the record series, box, folder, or document is to be used for calculating the retention period. The following date options are available, but are not limited to: from date, to date, creation date, date closed or a specified event date.

Yes ☐ No ☐

15. Changes in an agency, such as reorganization of divisions within departments, updates to fields such as close dates, re-classification of records from old retention schedules to new retention schedules are allowed and done globally to reduce data entry.

Yes ☐ No ☐

16. The system allows schedules to be printed in a standard format and distributed to clients for signature/approval.

Yes ☐ No ☐

17. The system has the ability to track the status of a schedule (i.e. waiting for approval from the agency, or waiting for signature, etc.).

Yes ☐ No ☐

18. The system has the ability to track the history of a retention schedule, including, but not limited to, revisions, superseded schedules, changes in organizations, etc.

Yes ☐ No ☐

19. The system is able to list the appropriate laws/statutes that pertain to records series.

Yes ☐ No ☐

20. The system has the capability to track old/superseded records series codes, including superseded codes that still refer to boxes in storage.

Yes ☐ No ☐

## 8.2.2 INVENTORY MANAGEMENT

1. The system is able to maintain a real-time inventory of the warehouse.

Yes ☐ No ☐

2. The system is capable of managing all record formats regardless of their physical media including individual folders and items within boxes.

Yes ☐ No ☐

3. The system provides a method of tracking records that have been returned or checked out to clients on either a permanent or temporary basis.

Yes ☐ No ☐

4. The system provides for physical location of records in storage areas, including, but not limited to, size and type of storage container used, as well as additional fields that provide detailed information about the records.

Yes ☐ No ☐

5. The system has label printing capabilities that include popular barcode languages and functions with standard label formats as well as user-definable labels. The system supports printing to network printers or specialty roll fed label printers.

Yes ☐ No ☐

6. The system automatically assigns each record a unique internal system number and barcode to identify a specific record and is capable of preventing these numbers from being duplicated within the system for any other record.

Yes ☐ No ☐

7. The system includes a number of pre-defined reports such as a current inventory of documents, folders, and boxes; items added during a specified time period; items in document, folder, or box number sequence; items in department code sequence; and a trend analysis of items added to the system during a specified time period, as well as has the capability of producing user-defined reports.

Yes ☐ No ☐

8. The system is able to import existing information in ASCII format.

Yes ☐ No ☐

9. The system has user-defined status fields (i.e., in, out, destroyed, transferred, hold, pending, perm-out, vital, confidential, etc.).

Yes ☐ No ☐

10. The system provides the screening of records series within the schedule by organizational unit.

Yes ☐ No ☐

11. The system allows for the viewing and sorting of records series within an organization's hierarchy.

Yes ☐ No ☐

### 8.2.3 RECORDS CENTER SPACE MANAGEMENT

1. The system provides functions for space management of records storage areas. It is able to manage multiple physical storage locations.

Yes ☐ No ☐

2. The system allows the records administrator to define records center storage area configurations. This includes, but is not limited to, containers per shelf, size of containers, available spaces for each shelf, bay, area, etc.

Yes ☐ No ☐

3. The shelf management system has the ability to display a list of available spaces.

Yes ☐ No ☐

4. When records are assigned a shelf location, the system validates the assigned location to ensure that it is valid and that the shelf code entered actually contains available space for the box.

Yes ☐ No ☐

5. The shelf management system incorporates barcode technology to track the physical location of records, and permit scanning of documents to folders, folders to boxes, and boxes directly to shelves.

Yes ☐ No ☐

6. The system has the ability to make, at least, a two-tiered location code, first with room/space, then with specific space/location within the room.

Yes ☐ No ☐

#### 8.2.4 WORKFLOW

1. The system incorporates barcode technology into handling transactions; including, but not limited to, assigning locations, checking in/out, and validating destruction lists.

Yes ☐ No ☐

2. Barcode scanning includes a date, time, and user stamp for each activity to verify sequences when uploading to the database and prevents overwriting of previous activities if multiple scanners are used.

Yes ☐ No ☐

3. The system tracks all outstanding or delinquent requests until they are fulfilled or until they are cancelled. The system is also capable of capturing work order history and is able to report outstanding requests including, but not limited to, a listing of all requests currently outstanding by user, department, division, record series classification, RMD Staff, etc.

Yes ☐ No ☐

4. When a storage box is moved from one location to another, all contents of that box are automatically re-assigned to the new location.

Yes ☐ No ☐

5. The system allows real-time or batch updating of actions completed.

Yes ☐ No ☐

6. Workflow tracks all activities involved in scheduling records.

Yes ☐ No ☐

7. The system provides an audit trail of who has had access to the system and their activities.

Yes ☐ No ☐

### 8.2.5 RETRIEVALS/RETURNS

1. The system generates retrieval picklists as created by the staff (or the customer via a web client).

Yes ☐ No ☐

2. The system allows a worker to note if an item was not found and the reason why it was not found.

Yes ☐ No ☐

3. The system is able, upon closing a work order, to provide a printable list of all items pulled. Items not found are printable to an exception report that can be sent to the customer stating why the item(s) was/were not found.

Yes ☐ No ☐

4. Returned records are able to be checked in with a scanner. The system indicates immediately if the file is being placed in an incorrect box.

Yes ☐ No ☐

5. The system allows records center staff to verify that the total number of items picked up is the same as was requested, and allows the system to update the work order upon arrival at the warehouse.

Yes ☐ No ☐

6. The system is capable of printing a receipt at the customer's location listing which boxes have been picked up, and verify that data entry has been received for any new items or returned records.

Yes ☐ No ☐

### 8.2.6 DESTRUCTION PROCESS

1. The system is capable of printing a list of all eligible records for destruction on a specific date that can be reviewed by RMD staff.

Yes ☐ No ☐

2. The system is able to generate a records disposition authorization report to notify the specific agency records manager with a generated notice to be sent via traditional methods or via e-mail. This report facilitates an agency records manager in notifying RMD of any holds, any retention changes, or to approve the destruction.

Yes ☐ No ☐

3. The system has the capability to print or distribute records disposition authorization reports using a web client or electronic mail message system.

Yes ☐ No ☐

4. The system is able to generate a picklist of all items approved for destruction.

Yes ☐ No ☐

5. The system has a verification process that allows staff to verify through a double-check process that the correct item was pulled.

Yes ☐ No ☐

6. The system is able to generate an exception report for any boxes that were not verified as being pulled.

Yes ☐ No ☐

7. The system generates a report of items placed on hold so they can be reviewed, verified, and approved by a records center staff.

Yes ☐ No ☐

### 8.2.7 BILLING REQUIREMENTS

1. The system allows monetary chargeback calculations based on pre-determined service and records maintenance activities and unit costs related to the storage of records.

Yes ☐ No ☐

2. The system allows the generation of reports based on chargeback calculations for periodic (monthly, quarterly, annual, etc.) invoicing of clients.

Yes ☐ No ☐

3. The system is capable of calculating and charging individual departments, or organizations, within agencies.

Yes ☐ No ☐

4. The system is able to provide total charged amounts for an agency as well as a detailed breakdown of charges for departments within an agency.

Yes ☐ No ☐

5. The system tracks the cost of each activity based on a pre-determined unit cost.

Yes ☐ No ☐

6. The system is capable of manually adding special charges and/or one-time charges, for non-regular services and activities.

Yes ☐ No ☐

7. The system allows viewing and manual correction of invoices prior to final issuance.

Yes ☐ No ☐

8. The system is capable of accepting manually-entered payment information and generating reports listing outstanding balances for individual clients.

Yes ☐ No ☐

9. The system is capable of grouping accounting history for a specific client over a user-defined period of time.

Yes ☐ No ☐

10. The system is capable of re-printing invoices.

Yes ☐ No ☐

11. The system is able to generate invoices with a unique invoice number.

Yes ☐ No ☐

12. The system is capable of accepting manually entered billing information.

Yes ☐ No ☐

### 8.2.8 WEB ACCESS

1. The system allows a customer access to view and submit proposed changes to their retention schedule using a web access client. Changes submitted by a client do not affect records in storage until they are reviewed and approved by RMD staff.

Yes ☐ No ☐

2. The system's online functions include, but are not limited to, query, input, update, and output of records in the system.

Yes ☐ No ☐

3. The system has the ability to have customers search only their holdings and charges in the Records Center and print reports through a web client.

Yes ☐ No ☐

4. The system has the capability for clients to create normal or permanent checkout requests through a web client.

Yes ☐ No ☐

5. The system has the capability for clients to check the status of a request through a web client.

Yes ☐ No ☐

6. The web client component of the system allows clients to create requests for records pick-up.

Yes ☐ No ☐

7. The system allow only authorized external agency personnel to input data for records stored at the records center.

Yes ☐ No ☐

### 8.2.9 SECURITY AND ACCESS

1. The system allows integration with the existing security environments and applies security across the system from a single administration interface.

Yes ☐ No ☐

2. The system supplies user definable security features, including, but not limited to: password access, user group security rights, field-level rights, record-level security rights, and control permissions to allow and prevent information editing and deletion.

Yes ☐ No ☐

3. Security is assignable on user-definable levels (i.e., allows access to a department's records to that organization's personnel only).

Yes ☐ No ☐

4. The systems provides for Secure Sockets Layer (SSL) encryption.

Yes ☐ No ☐

5. The system provides security access to allow requesting the creation and amendment of record series within their retention schedule. A higher level of security will be required to approve these requests before these record series can be linked to the records inventory.

Yes ☐ No ☐

6. The system is capable of protecting data from accidental or unauthorized destruction.

Yes ☐ No ☐

7. The system is able to move records near-line or off-line, and have protocols built in to ensure that the media is refreshed and the bit error rate is corrected on a regular basis.

Yes ☐ No ☐

8. The backup process is simple.

Yes ☐ No ☐

#### **8.2.10 MANAGEMENT INFORMATION AND REPORTS**

1. The system is able to provide detailed summaries of data on the operations, use, activity, and performance of the system overall and each function in particular, either on a regular schedule or on demand.

Yes ☐ No ☐

2. The system has the ability to generate customized reports from user-designated fields and combinations of fields, according to user-specified parameters for the contents and formats of reports.

Yes ☐ No ☐

3. Reporting capabilities include, but are not limited to the following.

- a. New items (boxes, folders, etc.) added per month

Yes ☐ No ☐

- b. Boxes Destroyed per month

Yes ☐ No ☐

- c. Items (Boxes/Files) checked out per month

Yes ☐ No ☐

- d. Items (Boxes/Files) returned per month

Yes ☐ No ☐

- e. Activity for specific agencies, department, records series, box, folder, roll of film, and other user-definable activities

Yes ☐ No ☐

- f. History of an account, box, content, or retention schedule

Yes ☐ No ☐

- g. Pick-ups and deliveries

Yes ☐ No ☐

- h. Items requested but not found

Yes ☐ No ☐

## **8.3 IMPLEMENTATION REQUIREMENTS**

### **8.3.1 GENERAL**

1. The Proposer must supply estimated FTE staff time that will be required of ASLAPR Information Technology (IT) staff for system implementation.
2. The Proposer must include a provision of server specification and peripheral hardware required to install the system and to enable its use.
3. The Proposer will provide information regarding the proportion of its staff devoted to sales and service compared to staff devoted to research and product development.

### **8.3.2 INSTALLATION REQUIREMENTS**

1. The Proposer must consult with ASLAPR IT staff to test and install any needed software or to make any configuration changes needed for access to the new application.
2. The Proposer will provide all software to install and configure server software and any needed client software to permit access by ASLAPR computers.

### **8.3.3 DATA CONVERSION**

1. The Proposer must consult with ASLAPR IT staff for planning and completing data conversion, loading, and testing of all existing data from the aRdocs system to the new system.
2. The Proposer will convert data from the aRdocs system to the new system. All conversion and migration costs must be included in the Proposal.
3. The Proposer must identify any periods of downtime or periods during which the normal input, update, and circulation activities may not be performed.

### **8.3.4 TRAINING**

1. The Proposer must clearly outline the anticipated training plan and provide appropriate training for ASLAPR staff.

2. The Proposer must include an outline of the training to be provided, including the level of skill required of personnel to be trained, training schedule (showing numbers of days and hours), and location of the training.
3. The training plan must address initial and ongoing strategies for the following.
  - a. System Administration training for any designated RMD staff that will be responsible for daily operation of the system. This training is to include troubleshooting and first level maintenance.
  - b. Applications training for appropriate RMD staff in daily use of the system's functions.
  - c. Ongoing training for new functions, software enhancements, and new system components.
  - d. Development and ongoing revision of training documents and system documentation.
4. The Proposer will provide electronic copies of training manuals.
5. The Proposer must provide complete, accurate, up-to-date, and comprehensive documentation of its system, which should include staff documentation, operational documentation, system documentation, and patron documentation at time of installation.
6. Modifications/enhancements to the manuals and completely revised manuals must be provided to RMD on a continuing basis at time of installation of software upgrades.
7. The Proposer's training program should include tests and assurances of trainees' proficiency.

### **8.3.5 SYSTEM SUPPORT**

1. The Proposer must provide information on functions and processes used to monitor, tune, and correct the system and to protect and preserve operations and data.
2. The Proposer must provide estimate of FTE staff time annually that will be required of ASLAPR IT staff and other appropriate staff for ongoing system management, and computer operations for the proposed system.
3. The Proposer must describe software maintenance and support. Minimally, this support must include upgrades to the system software, security and other administrative updates, telephone support during normal business hours Monday through Friday 8:00 am to 5:00 pm (Mountain Standard Time), as well as on-site or remote access support as needed to resolve technical problems. [Note: Arizona does not implement Daylight Savings Time and remains on Mountain Standard Time year round.]
4. The Proposer must indicate the warranty that is given for software, hardware, and the procedures that are required for filing warranty claims and resolution of them.
5. The Proposer will provide support for any required hardware to work with the system, such as handheld scanners and portable printers.
6. The Proposer should include the following information in the RFP response.

- a. Describe staffing and hours of operation for vendor-provided telephone support.
  - b. Describe provision for remote support of the system via VPN, telnet, or dial-in access that allows vendor staff to remotely troubleshoot, install upgrades and patches, or resolve system problems.
  - c. Describe in detail onsite support that will be included in this proposal.
  - d. Describe online programs for emergency fixes of problems, especially those relating to the values of the system data.
  - e. Indicate capabilities to protect against loss of system data during unexpected downtimes.
  - f. Describe capabilities, as needed, to log copies of transactions to a special transaction log file, and to re-apply these transactions in order to restore system data files to previous points of completeness.
7. The Proposer will provide ASLAPR with an entity-relationship diagram for the database structure to facilitate the creation of custom reports and aid with future conversion needs.

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**PART 9**  
**PRICING PROPOSAL**

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Proposers shall provide detail pricing for the proposed system and services.

**9.1 PROPOSER RESPONSE FORMAT**

Proposers shall use itemized pricing in responding to this RFP, breaking down costs into components as required in this RFP.

**9.2 SOFTWARE COSTS**

**9.2.1 SOFTWARE PRICING**

Software pricing shall be based on the following criteria.

A single site installation

Three (3) Information Technology staff users

Eighteen (18) concurrent users

Web access costs

Software escrow costs

**9.2.2 COST PROPOSAL**

1. Must include one-time application software costs.
2. Must include one-time third-party software fees. Itemize any third-party software licenses or run-time licenses required, and expected costs for database, report writer, utility or other software for the proposed installation.
3. Must include one-time enhancement costs. Itemize the proposed cost of each enhancement that is not satisfied by the standard software product.
4. Must include one-time interface development costs.
5. Must include annual software maintenance and support fees. Itemize software maintenance and support costs for a one year period. Following the State's final acceptance, the maintenance must include software updates. Itemize the annual maintenance/support fees per software component. The components are as follows: the Software, Third-party Software, Developments, and Developed Interfaces.

**9.3 IMPLEMENTATION COSTS**

Proposers must offer a fixed cost for implementing each component of the proposed system. Your response shall address each of the following areas.

1. Implementation of the proposed software, including the Software, Third-Party Software, software enhancements, Developments, interfaces and any implementation tools.
2. Training
3. Estimated prerequisite training
4. Testing
5. Data conversion and migration
6. User manuals

#### **9.4 OTHER COSTS**

ASLAPR may or may not consider these items as part of the Contract. Your response shall address each of the following item(s).

Additional Software Support Options

#### **9.5 PURCHASE PRICE OF THE PROPOSED SYSTEM**

The proposed System price shall include all costs for which the State shall be responsible including but not limited to all costs related to software purchase, license fees, delivery, installation and implementation, data conversion, and testing shall be included with the system. Proposer shall provide an itemized listing of all System components and other individual items that make up the System price.

## 9.6 SYSTEM COSTS

1. Total initial system cost

\$ \_\_\_\_\_

a. Total software price

\$ \_\_\_\_\_

Attach a detailed description and price of all operating system and application software proposed including optional items.

b. All other items and services not identified above that are necessary for the complete installation and implementation of the System per the requirements of this RFP. These costs shall be itemized and clearly identified in the Pricing Proposal. Any costs associated with the purchase, installation, implementation, and use of the proposed System that are not identified herein shall be the responsibility of Contractor.

\$ \_\_\_\_\_

2. Cost of Software Support.

a. Year One (including warranty period)

\$ \_\_\_\_\_

b. Year Two

\$ \_\_\_\_\_

c. Year Three

\$ \_\_\_\_\_

d. Year Four

\$ \_\_\_\_\_

e. Year Five

\$ \_\_\_\_\_

Total Cost of Software Support

\$ \_\_\_\_\_

3. Installation Plan Charges (Please itemize)

\$ \_\_\_\_\_

4. Implementation Plan Charges (Please itemize)

\$ \_\_\_\_\_

5. Available Training and Charges

Proposer should indicate any training opportunities that are available to Agency. Proposer should include a complete description of the training course content and firm pricing for available training.

\$ \_\_\_\_\_

**TOTAL SYSTEM COST**

\$ \_\_\_\_\_

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## **PART 10 EVALUATION AND AWARD CRITERIA**

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### **10.1 EVALUATION OF PROPOSALS**

Proposals will be evaluated by an agency committee consisting of representatives from ASLAPR. The committee may also include a technology expert from outside ASLAPR, but within State government to assist in the evaluation of the proposal. ASLAPR reserves the right to reject any or all proposals; to waive irregularities in any proposal; or to accept any proposal which will be in the best interest of the agency. ASLAPR may or may not select the system with the lowest initial purchase price. A Proposer's solicitation may be rejected for any specifications to which the Proposer does not adequately describe or where the Proposer's system does not have the desired capabilities. The evaluation process will determine whether a Proposal meets the requirements of the RFP.

Proposals will be evaluated in two phases. The first phase will be an evaluation of a Proposer's responses to the RFP as well as submitted documentation. Criteria for Phase One are listed below in descending order of importance.

- Ability of the system to accurately and efficiently perform the functions listed in Mandatory Requirements section (Part 8) of the RFP.
- Total cost of ownership for the proposed system and services, including initial purchase, installation and conversion costs, plus support costs for the five (5) year term.
- Demonstrated performance of at least six months of the Proposer's system in other installations, as indicated in References.
- Quality and completeness of proposal.

Proposers determined susceptible to award based on scores from the evaluation during Phase One will be invited to demonstrate their product to ASLAPR staff. The product demonstration will be crucial to Phase Two of the evaluation. Inability or unwillingness to demonstrate the Proposer's system may result in removal of the product from consideration. Criteria for Phase Two are listed below in descending order of importance.

- Demonstrated abilities of the system as modeled during on-site presentation of the product.
- Experience of staff providing and supporting system.

**10.1.1** Proposals will be evaluated for completeness and compliance with the requirements of this RFP. Those Proposals that are incomplete will be rejected. If the Proposal is unclear, Proposer may be asked to provide clarification. Those Proposals that do not meet all requirements of the RFP shall be rejected.

**10.1.2** Proposals will be evaluated by the Evaluation Committee for completeness and compliance with the mandatory requirements of the RFP in Part 8. If the Proposal is unclear, Proposer may be asked to provide clarification. Those Proposals that are non-responsive to any mandatory requirements shall be rejected.

**10.1.3** An initial pre-proposal conference is scheduled for Friday, March 18, 2005 from 1:00 pm to 3:00 pm Mountain Standard Time, at the State Records Management Center, 1919 W. Jefferson, Phoenix, Arizona. Attendance at this conference is optional. Vendors may also schedule an appointment to examine the State Records Management Center prior to Monday, March 21, 2005. Contact Tyler Selle at [tselle@lib.az.us](mailto:tselle@lib.az.us) or 602-542-3741.

**10.1.4** The State reserves the right to delete or withdraw any items or categories either before or after award.

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**PART 11**  
**BIDDER QUALIFICATION AND REFERENCE FORM**  
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1. Business Name: \_\_\_\_\_

2. Business Address: \_\_\_\_\_

3. Telephone: \_\_\_\_\_

4. Fax: \_\_\_\_\_

5. E-Mail Address: \_\_\_\_\_

6. Number of Employees: \_\_\_\_\_

7. Annual Sales: \_\_\_\_\_

9. Date Business Established: \_\_\_\_\_

10. Location of Business Headquarters: \_\_\_\_\_

11. Name, Address, and Telephone Number of Insurance Agent(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Specific Principals of the Business:

Name: \_\_\_\_\_

Title/Area of Responsibility: \_\_\_\_\_

Name: \_\_\_\_\_

Title/Area of Responsibility: \_\_\_\_\_

Name: \_\_\_\_\_

Title/Area of Responsibility: \_\_\_\_\_

13. Full-time personnel who would be assigned to the development, implementation and ongoing support of the application proposed and to future upgrades, including amount of time the employee will dedicate to the proposed implementation. Brief resumes of key personnel for this project must be included with proposal. Include additional personnel listing when needed.

Name: \_\_\_\_\_

Title/Area of Responsibility: \_\_\_\_\_

Dedicated Time to Project: \_\_\_\_\_

Name: \_\_\_\_\_

Title/Area of Responsibility: \_\_\_\_\_

Dedicated Time to Project: \_\_\_\_\_

Name: \_\_\_\_\_

Title/Area of Responsibility: \_\_\_\_\_

Dedicated Time to Project: \_\_\_\_\_

## REFERENCES

The Proposer must include three references with their proposal; additional references may be listed. Each reference shall be a customer where the proposed system has been successfully installed and operating for a minimum period of six months. Organizations with characteristics similar to those of RMD and ASLAPR would be the most helpful. Failure to provide complete information may be cause for Proposal rejection.

### REFERENCE NUMBER ONE

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Secondary Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Cost of Project: \_\_\_\_\_

Length of Project (Time): \_\_\_\_\_

Description of Project:

Additional Comments:

## REFERENCE NUMBER TWO

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Secondary Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Cost of Project: \_\_\_\_\_

Length of Project (Time): \_\_\_\_\_

Description of Project: \_\_\_\_\_

Additional Comments:

### REFERENCE NUMBER THREE

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Secondary Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Cost of Project: \_\_\_\_\_

Length of Project (Time): \_\_\_\_\_

Description of Project: \_\_\_\_\_

Additional Comments:

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**EXHIBIT A**  
**INDEMNIFICATION AND INSURANCE REQUIREMENTS**  
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**Professional Service Contracts**  
**Standard Professional Service Contracts**

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**INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

**INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000

- Products – Completed Operations Aggregate \$1,000,000
  - Personal and Advertising Injury \$1,000,000
  - Blanket Contractual Liability – Written and Oral \$1,000,000
  - Fire Legal Liability \$ 50,000
  - Each Occurrence \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
  - b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
2. **Automobile Liability**  
 Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.
- Combined Single Limit (CSL) \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***
3. **Worker's Compensation and Employers' Liability**
- |                         |             |
|-------------------------|-------------|
| Workers' Compensation   | Statutory   |
| Employers' Liability    |             |
| Each Accident           | \$ 500,000  |
| Disease – Each Employee | \$ 500,000  |
| Disease – Policy Limit  | \$1,000,000 |
- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
  - b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
4. **Professional Liability (Errors and Omissions Liability)**
- |                  |             |
|------------------|-------------|
| Each Claim       | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an

extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name AND Address)** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State of Arizona Department Representative's Name and Address)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.